

EXHIBIT “A”

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

KEVIN KIMMEL AND RALPH
KEYES, ON THEIR OWN
BEHALF AND ON BEHALF OF
OTHERS SIMILARLY
SITUATED,

CASE NO.: 1:10-CV-01388-RLV

Plaintiff,

vs.

VENTURE CONSTRUCTION
COMPANY,

Defendant. /

NOTIFICATION OF SETTLEMENT TO POTENTIAL
COLLECTIVE ACTION MEMBERS

*This notice is not a solicitation from a Lawyer.
The Court Has Approved This Proposed Settlement.*

TO: IF YOU ARE OR WERE, AT ANY TIME BETWEEN SEPTEMBER 1, 2008 THROUGH THE PRESENT, A CONSTRUCTION SUPERINTENDENT WHO WAS PAID A WEEKLY SALARY WITHOUT ADDITIONAL COMPENSATION FOR OVERTIME HOURS WORKED, A COLLECTIVE ACTION LAWSUIT AND RESULTING SETTLEMENT MAY AFFECT YOUR RIGHTS.

RE: RIGHT TO OPT-IN TO LAWSUIT AND POTENTIALLY COLLECT A PORTION OF THE SETTLEMENT FOR ALLEGED UNPAID OVERTIME WAGE COMPENSATION.

I. Introduction

The purpose of this notice is to inform you of the existence of a collective action lawsuit brought pursuant to applicable Federal wage laws and its Resolution in which you are potentially "similarly situated" to the Representative Plaintiffs; to advise you of a settlement that has been reached; to advise you how your rights may be affected by the lawsuit; and to instruct you on the procedure for participating in this lawsuit and resulting settlement proceeds should you choose to do so.

II. Description of Lawsuit

Two former construction superintendents who worked for Venture Construction Company, Inc., ("VENTURE" or "Defendant"), sued Defendant alleging that Defendant improperly failed to pay them for overtime hours worked by them during their employment with VENTURE.

VENTURE denies that construction superintendents are entitled to any additional compensation and asserts that it paid its construction superintendents properly under the law.

While Plaintiffs and Defendant continue to disagree with regard to the merits of the case and whether Defendant committed any wrongdoing, the parties have agreed to resolve the claims presented in this lawsuit through settlement.

III. Options

A. Opt Out

You can choose not to be a part of this settlement. You would retain your legal rights to bring a separate suit against VENTURE (within the applicable statute of limitations period) for allegedly unpaid wages. You will not share in the settlement proceeds being distributed in this case.

B. Opt In

You can ask to be included in the settlement. To opt-in, you must complete the enclosed Opt-in Consent Form and forward it to Plaintiffs' counsel on or before December ___, 2010 at:

Carlos V. Leach, Esquire
Morgan & Morgan, P.A.
20 N. Orange Ave., 14th Floor
P.O. Box 4979
Orlando, FL 32802-4979
Telephone: (407) 420-1414
Fax: (407) 420-5956

If you choose to join in the lawsuit, you will be represented by the Representative Plaintiffs through their attorneys as counsel for the class. Failure to meet this deadline waives your right to receive payment under this settlement.

C. Settlement Terms

The Parties have agreed to settle Plaintiffs' wage claims and have set up a common fund for that purpose. This arrangement has been approved by the Court. With respect to the amount set aside for the settlement class members, each class member who opts-in will be paid pursuant to a formula based on the total number of work weeks (or parts thereof) worked by each individual employed as a construction superintendant at any time since September 1, 2008. No class member will be responsible for attorneys' fees. Those are being paid separately by Venture.

IV. Release of Claims

Any class member who is paid by Venture shall be bound by the terms of the Settlement Agreement and Release of All Claims approved and entered by the Court. Each class member will be required to sign a release regarding any potential employment related claims versus Venture. However, no class member will waive any

pending claim it may have versus Venture other than any wages owed to them by Venture.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

SETTLEMENT AGREEMENT AND RELEASE

Venture Construction Company, which includes any parent or subsidiary corporation, and its past and present employees, directors, representatives, shareholders, members, or other interest holders, (hereafter collectively referred to as "Venture") and ____ [insert employee name] (hereafter referred to as "Employee") desires to resolve their disputes, including any and all claims for unpaid overtime that were raised or could have been raised related to the case of *Kevin Kimmel and Ralph Keyes, et al., v. Venture Construction Company*, CASE NO.: 1:10-CV-01388-RLV, filed in the United States District Court for the Northern District of Georgia, and hereby agree as follows:

1. As consideration for this agreement, Venture Construction Company agrees to pay Employee the gross amount of ____ (subject to required deductions and withholdings), which is in addition to other amounts which Employee might be entitled to receive. This amount will be reported on a W-2 form.

2. In exchange for the consideration identified in paragraph 1, Employee waives and releases any and all claims, causes of action, and demands he or she may have against the Venture Construction Company, that were raised or could have been raised related in the case of *Kevin Kimmel and Ralph Keyes, et al., v. Venture Construction Company*, CASE NO.: 10-0322-CA. However, employee does not waive any pending claims it has versus Venture except for claims relating to any wages owed to employee by Venture.

3. Entering this Agreement is solely for the purpose of compromise and shall not be deemed an admission of fault.

4. Employee has consented to this settlement and provides this release and waiver after having the opportunity to consult with counsel. Employee accepts this compromise in employee's own interest as good and adequate consideration for the waiver herein, without coercion or duress, with the understanding that employee's consent, the execution of this release and the Court's dismissal will extinguish all FLSA claims employee may have, including claims for unpaid wages and overtime, for the period of three (3) years preceding the date set forth below and any state law claims pertaining to employee's past wages that employee may have against Venture Construction Company.

5. This Agreement shall be construed and governed in accordance with the laws of Georgia, and the Court shall retain jurisdiction over all disputes arising out of this Agreement. The parties hereby have executed this Agreement on the dates written below:

Class Member

Date: _____

For Venture

Date: _____

PLEASE LIST ANY PENDING CLAIMS THAT YOU HAVE VERSUS VENTURE, LIST
THE COURT WHERE THE CLAIM IS PENDING AND THE CASE NUMBER ON THE
LINE ABOVE

Atlanta:519025.1